

COMMONWEALTH of VIRGINIA

MULTIMODAL PLANNING OFFICE

March 25, 2010

Mr. Rick Carr, Director of Community Development
Fauquier County
29 Ashby Street, Suite 310
Warrenton, VA 20186

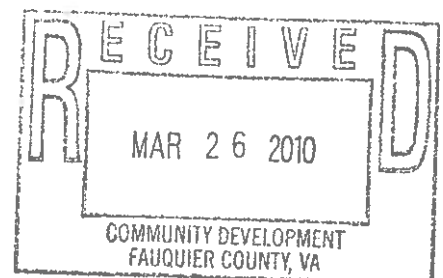
RE: Urban Development Area Grant Program Agreement
Fauquier County

Dear Mr. Carr:

Enclosed are two copies of the Agreement for the expenditure of State Funds in the County of Fauquier for the Urban Development Area Planning Grant Study. Please have the appropriate person sign both documents and return them for execution by the Office of Intermodal Planning and Investment by April 25, 2010. Upon execution, one copy will be returned to you for your records.

The Office of Intermodal Planning and Investment agrees to allow three months from the signing of this agreement for the County to initiate the use of these funds, and until June 30, 2011 for completion of all work related to these funds. Any new work initiated by the County after the three month period will not be eligible for the use of these funds.

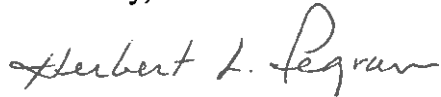
The County will provide a quarterly progress report for this study to the Office. The first quarter will begin after the execution of this agreement. Each quarter thereafter, a progress report will be submitted to the Office. The progress report should contain the status and expenditures for each of the tasks in the Scope of Work. The County agrees to provide the Office a final summary of the use of these funds and an accomplishment report within 30 days of the completion of the project or June 30, 2011, whichever is sooner. The County may also be required to make a presentation of the results upon the conclusion of the study.



Mr. Carr
March 25, 2010
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If you have any questions concerning the enclosed funding agreement, please contact me at (804) 786-2865.

Sincerely,

A handwritten signature in cursive script that reads "Herbert L. Pegram". The signature is written in dark ink and is positioned below the word "Sincerely,".

Herbert L. Pegram
Urban Development Area Planning Grant Coordinator

Enclosures

Bcc:

Ms. Robin Greer
Ms. Liz McAdory
Ms. Tammy Poore

CONSULTANT SUPPORT TO FACILITATE DESIGNATION OF URBAN DEVELOPMENT AREAS AND APPROPRIATE ORDINANCES

This agreement, made this _____ day of _____ in the year two thousand and ten, by and between the Commonwealth of Virginia, Office of Intermodal Planning and Investment, hereinafter called the Office, and the County of Fauquier, hereinafter called the County.

The County has expressed a need to utilize consultant services to provide technical assistance to facilitate the designation of urban development area(s) and revision to applicable ordinances.

The goal of this initiative is to provide technical assistance in the form of direct on-call consultant support to assist the County in one or more of the following: analyze future growth patterns, plan for and designate at least one urban development area in their comprehensive plan, revise applicable land use ordinances to incorporate the principles of new urbanism and traditional neighborhood design, assist with public participation processes, and other related tasks.

The Office agrees to provide funding not to exceed \$100,000.00 for consultant services to provide technical assistance and the County agrees to complete the following by June 30, 2011:

- Analyze future growth patterns
- Designate at least one UDA
- Revise zoning and subdivision ordinances to create at least one classification in each that incorporates the principles of new urbanism "by-right"
- Identify and describe transportation benefits that will be realized if the UDA is successfully implemented
- Create at least one small area plan for a service district that will be a UDA through a public involvement process

These tasks shall be accomplished through a public involvement process. Copies of all applicable documents shall be provided to the Office.

The County will work cooperatively with the Office on the above effort and make available to the Office copies of all associated agreements and timelines/schedules. The Office agrees to allow three months from the signing of this agreement for the County to initiate the use of these funds, and until June 30, 2011 for completion of all work related to these funds. Any new work initiated by the County after the three month period will not be eligible for the use of these funds.

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The County further agrees to repay the above-referenced funds to the Office should it fail to meet its obligations under this Agreement or otherwise fails to complete the required tasks set forth in this Agreement. Such repayment shall be made within thirty (30) days of demand being made by the Office. The County may guarantee its performance under this Agreement by posting a bond or other acceptable security device which will be forfeited if the County fails to meet its obligations under this Agreement. No such forfeiture shall take place until at least ten (10) days after written notice is sent to the County by the Office so that any factual disputes or controversies may be resolved between the parties to this Agreement.

EXECUTION: The parties have caused the Agreement to be duly executed intending to be bound thereby.

Fauquier County

Date: _____

**Commonwealth of Virginia
Office of Intermodal Planning and Investment**

Date: _____

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